
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

XIONGEN JIAO, an individual, QIANJI JIAO, an individual, ZHONGHUA YI, an individual, PENGFEI ZHOU, an individual, XUAMEI ZHOU, an individual,

Plaintiffs,

vs.

NINGBO XU, an individual, and LCL COMPANY, LLC, a Texas Limited Liability Company,

Defendants,

and

DONGTAI INVESTMENT GROUP, LLC, a Texas Limited Liability Company,

Nominal Defendant.

Case No.: 4:19-CV-01848

Judge: Hon. Keith P. Ellison

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ronald J. Sommers, who, being known to me and duly sworn, upon oath deposed and stated as follows:

1. My name is Ronald J. Sommers. My business address is 2800 Post Oak Boulevard, 61st Floor, Houston, Texas 77056. I am over the age of eighteen (18) years, am fully competent to testify, have never been convicted of a felony or crime of moral turpitude and am in no way disqualified from making this affidavit. I have personal knowledge of every fact contained in this affidavit and they are all true and correct.

2. I am the Court-Appointed Receiver for Dongtai Investment Group, LLC (“DIG”). I have reviewed the business records for DIG that have been provided to me during the course of this receivership, and I—as well as my counsel, at my direction—have researched the bases for the claims that have been filed in the receivership.

3. On January 11, 2021, DIG entered into a Purchase Sale Agreement (“PSA”) pursuant to which DIG would sell the Crowne Plaza Hotel (the “Hotel”) to Crown Plaza Suites Houston, LLC (“Buyer”). Exhibit A to the Objection is a true and correct copy of the PSA.

4. This Court authorized such sale of the Hotel on March 8, 2021 (Dkt. 155).

5. DIG delivered to Buyer the Special Warranty Deed to the Hotel on May 20, 2021, and the sale closed on or about May 27, 2021.

6. The deadline to submit proofs of claim in this case was March 1, 2023.

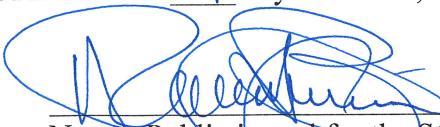
7. On February 9, 2023, Claimant United Air Services (the “Claimant”) submitted Claim No. 8, asserting a general unsecured claim in the amount of \$22,680.00 for inspection and electrical services performed for or at the Hotel in July 2021. Exhibit C to the Objection is a true and correct copy of Claimant’s proof of claim and supporting documentation.

8. I object to the Claim because it is not against DIG. Under the PSA, Buyer assumed liability for the payment of all expenses related to maintaining the Hotel which accrued after the closing of the sale of the Hotel. Pursuant to the supporting documentation attached to the proof of claim form, the Claim is based on services performed for the Hotel in July 2021 and charged on July 27, 2021. The Claim accrued after the closing of the Hotel. As such, Buyer is liable for the payment of the Claim. The Claim is not against DIG.

9. Based upon the foregoing, I request that the Court sustain my Objection and enter an order disallowing the Claim in full.


Ronald J. Sommers

SWORN TO AND SUBSCRIBED BEFORE ME this 14th day of March, 2023, to certify which witness my hand and seal of office.


Notary Public in and for the State of Texas
My Commission Expires:

